

S. DUFF KERR

IBLA 78-392
78-396

Decided August 21, 1978

Appeals from decisions of the Nevada State Office, Bureau of Land Management, rejecting simultaneous oil and gas lease offers N-19520, N-19541, N-19552.

Affirmed.

1. Oil and Gas Leases: Applications: Generally -- Oil and Gas Leases:
Applications: Drawings

Unsigned and undated drawing entry cards filed in the simultaneous oil and gas leasing drawings must be rejected. The calling out of the No. 1 drawee's name does not constitute acceptance of the offer. Acceptance of the offer cannot accrue until the lease itself has been executed by the appropriate official of the Government.

APPEARANCES: S. Duff Kerr, pro se.

OPINION BY ADMINISTRATIVE JUDGE FISHMAN

These are consolidated appeals from separate decisions of the Nevada State Office, Bureau of Land Management (BLM), rejecting oil and gas lease offers N-19520, N-19541, and N-19552. The offers were rejected because none of the three drawing entry cards were signed or dated as required by 43 CFR 3112.2-1(a). Under this regulation a drawing card must be signed and fully executed by the applicant.

In his statement of reasons appellant asserts that the "cards were properly filled out, timely mailed with all the necessary data included * * *." However, the cards which are included in the files show that the blanks for the signature of the applicant and the date have not been filled in.

[1] It is well settled that failure to sign the drawing entry card compels the rejection of the lease offer. The Board has consistently held that a drawing entry card which does not satisfy the mandatory requirements of the regulations must be rejected. Entry cards which are not signed or dated must be rejected. Milo W. Snider, 33 IBLA 42 (1977); John Willard Dixon, 28 IBLA 295 (1976); Frank De Jong, 27 IBLA 313 (1976); Herbert W. Schollmeyer, 25 IBLA 393 (1976); John R. Mimick, 25 IBLA 107 (1976).

Appellant also asserts as follows: "The act of the clerk in removing the cards and calling out publicly my name was acceptance of my offer and concluded the transaction with the only act left to be done being the issuance of the lease by the BLM and the payment of the rentals by me." A similar contention was made as to the effect of payment of advance rental to BLM. In Geral Beveridge, 14 IBLA 351, 81 I.D. 80 (1974), we pointed out that until the execution of the lease by the appropriate governmental officer, no acceptance of the offer took place, stating:

Appellant's suggestion that the acceptance by the Bureau of the advance rental constituted a binding obligation to issue a lease, is clearly erroneous, since no rights to a lease accrue absolutely until the lease itself has been executed by the appropriate official of the Government. McDade v. Morton, 353 F. Supp. 1006, 1010 (D.D.C. 1973). See 43 CFR 3112.4-1 and 43 CFR 3102.7. See also, Dominic J. Repici, 2 IBLA 14 (1971). Cf. Udall v. Tallman, 380 U.S. 1, 4 (1965), rehearing denied, 380 U.S. 989 (1965).

Therefore, pursuant to the authority delegated to the Board of Land Appeals by the Secretary of the Interior, 43 CFR 4.1, the decision appealed from is affirmed.

Frederick Fishman
Administrative Judge

We concur:

Joseph W. Goss
Administrative Judge

Joan B. Thompson
Administrative Judge

